

1 Stephen G. Recordon (SBN 91401)
2 **RECORDON & RECORDON**
2 225 Broadway, Suite 1900
3 San Diego, CA 92101
3 Phone: (619) 232-1717
4 Facsimile: (619) 232-5325
4 Email: sgrecordon@aol.com

5 Clinton Rooney (SBN 221628)
ROONEY & LICKEL
6 1102 Cesar E Chavez Parkway
San Diego, CA 92113
7 Tel: (619) 573-9547
Email: rooneycdi@gmail.com

8 Matthew B. Butler (SBN 201781)
Tracy J. Jones (SBN 263632)
9 Andrew C. Myers (SBN 276683)
NICHOLAS & BUTLER, LLP
10 225 Broadway, 19th Floor
San Diego, California 92101
11 Telephone: (619) 325-0492
Facsimile: (619) 325-0496
12 Email: mbutler@nblaw.org
Email: tjones@nblaw.org
Email: amvers@nblaw.org

Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

17 JESUS MARTINEZ, an individual, on behalf of
18 himself and all others similarly situated

Plaintiffs.

20 | VS.

21 CACH, LLC, a Colorado Limited Liability
22 Company; SQUARETWO FINANCIAL
23 COMMERCIAL FUNDING CORPORATION,
a Delaware Corporation, and DOES 2 through
25.

Defendant.

) CASE NO.: 3:10-cv-01625-DMS-MDD
)
)
)
**SECOND AMENDED COMPLAINT
FOR**
)
**(1) VIOLATIONS OF THE FEDERAL
FAIR DEBT COLLECTION
PRACTICES ACT;**
)
(2) THE ROSENTHAL ACT;
)
(3) FRAUDULENT TRANSFER, AND
)
(4) ALTER EGO
)
DEMAND FOR JURY TRIAL

26 | //

27 | //

28 //

L.

INTRODUCTION

3 1. Plaintiff Jesus Martinez, through his counsel, brings this action to challenge the
4 acts of CACH, LLC (hereinafter “CACH”) regarding attempts by Defendant to unlawfully and
5 abusively collect a debt allegedly owed by Plaintiff, and this conduct caused Plaintiff damages.

6 2. Plaintiff makes these allegations on information and belief, with the exception of
7 those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which Plaintiff alleges on
8 personal knowledge.

9 3. While many violations are described below with specificity, this Complaint alleges
10 violations of the statutes cited in their entirety.

11 4. Defendant's violations were knowing, willful, and intentional, and Defendant did
12 not maintain procedures reasonably adapted to avoid any such violation.

II.

JURISDICTION AND VENUE

15 5. Jurisdiction of this Court arises pursuant to 28 U.S.C. § 1331 (federal question), 15
16 U.S.C. § 1692(k), and 28 U.S.C. § 1367 for supplemental state claims.

17 6. This action arises out of Defendant's violations of the Fair Debt Collection
18 Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair Debt Collection
19 Practices Act, California Civil Code §§ 1788-1788.32 ("Rosenthal Act").

20 7. As CACH does business in the state of California, and committed the acts that
21 form the basis for this suit in the state of California, this Court has personal jurisdiction over
22 CACH for purposes of this action.

23 8. Venue is proper in this district pursuant to 28 U.S.C. § 1391 in that many of the
24 acts and transactions giving rise to this action as alleged in this complaint occurred in this district.

III.

PARTIES

27 9. Plaintiff is a natural person, an adult, and resides in San Diego County, California.

1 10. Plaintiff is informed and believes and thereon alleges that Defendant CACH, LLC
 2 (“CACH”) is a Colorado limited liability company, or LLC, doing business in the state of
 3 California and, in particular, San Diego County.

4 11. Plaintiff is informed and believes and thereon alleges that Defendant
 5 SQUARETWO Financial Commercial Funding Corporation (“SQUARETWO”), formerly sued as
 6 DOE 1, is a Delaware Corporation doing business in the state of California and, in particular, San
 7 Diego County.

8 12. Plaintiff is informed and believes and thereon alleges that SQUARETWO and
 9 CACH are subsidiaries, parent companies, or related entities involved in the fraudulent transfer of
 10 CACH’s assets in order to avoid liability in this action as detailed below. Plaintiff is informed
 11 and believes that SQUARETWO and CACH possess such a unity of interest that that it would be
 12 unjust to prevent Plaintiff’s recovery against SQUARETWO for CACH’s unlawful actions
 13 detailed herein.

14 13. Defendants are persons who uses an instrumentality of interstate commerce or the
 15 mails in a business the principal purpose of which is the collection of debts, or who regularly
 16 collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or
 17 due another and is therefore a debt collector as that phrase is defined by 15 U.S.C. § 1692a(6).

18 14. Defendants, in the ordinary course of business, regularly, on behalf of himself,
 19 herself, or others, engages in debt collection as that term is defined by California Civil Code §
 20 1788.2(b), is therefore a debt collector as that term is defined by California Civil Code §
 21 1788.2(c).

22 15. Plaintiff is obligated or allegedly obligated to pay a debt, and is a “consumer” as
 23 that term is defined by 15 U.S.C. § 1692a(3).

24 16. Plaintiff is a natural person from whom a debt collector sought to collect a
 25 consumer debt which was due and owing or alleged to be due and owing from Plaintiff, and is a
 26 “debtor” as that term is defined by California Civil Code § 1788.2(h).

27 17. This case involves money, property or their equivalent, due or owing or alleged to
 28 be due or owing from a natural person by reason of a consumer credit transaction. As such, this

1 action arises out of a consumer debt and “consumer credit” as those terms are defined by Cal. Civ.
 2 Code § 1788.2(f).

3 **IV.**

4 **GENERAL ALLEGATIONS**

5 18. Sometime before December 21, 2009, Plaintiff is alleged to have incurred certain
 6 financial obligations to Bank of America, NA.

7 19. These financial obligations were primarily for personal, family or household
 8 purposes and were therefore a “debt” as that term is defined at 15 U.S.C. §1692a(5).

9 20. These alleged obligations were money, property, or their equivalent, which is due
 10 or owing, or alleged to be due or owing, from a natural person to another person and are therefore
 11 a “debt” as that term is defined by California Civil Code §1788.2(d), and a “consumer debt” as
 12 that term is defined by California Civil Code §1788.2(f).

13 21. Subsequently, but before December 21, 2009, the alleged debt was allegedly
 14 assigned, placed, or otherwise transferred, to Defendant CACH for collection.

15 22. On December 8, 2009, CACH filed a Complaint in the Superior Court of
 16 California for the County of San Diego against Mr. Martinez claiming a debt, based on the above
 17 alleged debt to Citibank (South Dakota) NA, based on theories of Breach of Contract, Open Book
 18 Account and Account Stated.

19 23. The case number of the above December 21, 2009 Complaint was 37-2009-
 20 00062931-CL-CL-NC. A copy of this December 8, 2009 Complaint is attached hereto as **Exhibit**
 21 **“A”.**

22 24. In the above December 21, 2009 Complaint, CACH claimed a right to 24.50
 23 percent fixed interest on the debt alleged.

24 25. However, CACH did not have the right to charge 24.5 percent fixed interest on the
 25 debt alleged, or any fixed rate of interest at greater than California’s legal rate of 10 percent.

26 26. CACH did not hold rights under any contract with Mr. Martinez giving CACH,
 27 Bank of America, or any other party, the right to charge 24.5 percent fixed interest, or any other
 28 fixed rate of interest.

1 27. On March 22, 2010, CACH filed a “Declaration in Support of Entry of Judgment
2 by Default by Court” in the above action, in which CACH’s authorized agent Kara Egizi declared
3 that a Bank of America form contract attached to Ms. Egizi’s declaration as Exhibit A was the
4 contract governing the account at issue.

5 28. This Bank of America form contract provided for a variable interest rate, not a
6 fixed rate of 24.5 percent.

7 29. A copy of Ms. Egizi's Declaration and the Bank of America form contract are
8 attached hereto as **Exhibit "B"**.

9 30. For the purpose of avoiding liability for CACH's unlawful conduct CACH
10 fraudulently transferred assets to their parent corporation, SQUARETWO. Examples of these
11 transfers are evidenced in **Exhibit "C"** attached hereto.

V.

CLASS ACTION ALLEGATIONS

14 31. Plaintiff brings this action on behalf of himself and the members of the following
15 class (“Class One”) defined as (i) all persons that are “consumers” as that term is defined by 15
16 U.S.C. § 1692a(3); (ii) that were sued by Defendant CACH (iii) in any California Superior Court;
17 (iv) within one year prior to the filing of this action; (v) for variable-rate financial obligations
18 allegedly owed at one time to any creditor that subsequently assigned, placed, or otherwise
19 transferred to Defendant CACH for collection; (vi) where said obligations were primarily for
20 personal, family or household purposes; and (vii) where Defendant CACH claimed a right to a
21 fixed rate of interest greater than California’s legal rate of ten percent.

22 32. Plaintiff brings this action on behalf of himself and the members of the following
23 class ("Class Two") defined as (i) all persons that are "consumers" as that term is defined by
24 California Civil Code § 1788.2(b); (ii) that were sued by Defendant CACH (iii) in any California
25 Superior Court; (iv) within one year prior to the filing of this action; (v) for variable-rate financial
26 obligations allegedly owed at one time to any creditor that subsequently assigned, placed, or
27 otherwise transferred to Defendant CACH for collection; (vi) where said obligations were

1 primarily for personal, family or household purposes; and (vii) where Defendant CACH claimed a
2 right to a fixed rate of interest greater than California's legal rate of ten percent.

3 33. For purposes of the First Claim for Relief, the FDCPA Claim, the class period is
4 one year prior to the filing of the Original Complaint.

5 34. For purposes of the Second Claim for Relief, the Rosenthal Act Claim, the class
6 period is one year prior to the filing of the Original Complaint.

7 35. Defendants' conduct has imposed a common injury on the members of Class One
8 and Class Two.

9 36. Defendants have acted, and refused to act, on ground generally applicable to Class
10 One and Class Two, which makes final injunctive relief with respect to each claim as a whole
11 appropriate.

12 37. The representative Plaintiff faithfully represents, and is a member of, Class One
13 and Class Two.

14 38. Class One is composed of hundreds or thousands of persons, the joinder of which
15 would be impractical.

16 39. Class Two is composed of hundreds or thousands of persons, the joinder of which
17 would be impractical.

18 40. The individual identities of the individual members are ascertainable through
19 Defendant's records or by public notice.

20 41. There is a well-defined community of interest in the questions of law and fact
21 involved affecting the members of Class One.

22 42. There is a well-defined community of interest in the questions of law and fact
23 involved affecting the members of Class Two.

24 43. The questions of law and fact common to Class One and Class Two predominate
25 over questions affecting only individual class members, and include, but are not limited to, the
26 following:

27 (a) Whether Defendant violated the Fair Debt Collection Practices Act, 15
28 U.S.C. §§ 1692 et seq.;

1 48. Defendant has acted on grounds generally applicable to the class, thereby making
2 appropriate final declaratory relief with respect to the class as a whole.

3 49. Plaintiff requests certification of a hybrid class combining the elements of Rule
4 23(b)(3) for monetary damages and Rule 23(b)(2) for equitable relief.

5 50. Unless a class is certified, Defendants will retain monies received as a result of its
6 conduct taken against the members of each class and the Plaintiff. Unless a class-wide injunction
7 for each class is issued, Defendants will continue to commit the violations alleged, and members
8 of each class will continue to be harmed.

VI.

FIRST CAUSE OF ACTION

11 (Class Claim for violations of the FDCPA by CACH Against Defendants CACH and
12 SQUARETWO)

13 51. Plaintiff and the member of Class One repeat, re-allege, and incorporate by
14 reference all the allegations contained in the paragraphs above.

15 52. Based on information and belief, Defendant CACH violated the FDCPA.
16 Defendant's violations include, but are not limited to the following:

- 17 a. *15 U.S.C. §1692e* by making a false, misleading or deceptive
18 misrepresentation in connection with the collection of a debt

19 b. *15 U.S.C. §1692f(1)* by collecting an amount not authorized by agreement
20 or statute by claiming a right to collect a fixed rate of interest over ten percent,
21 when CACH is not authorized to do so under any agreement or statute; and

22 c. *15 U.S.C. §1692f* by using an unfair or unconscionable means to collect or
23 attempt to collect a claimed debt.

24 53. As a proximate result of each and every violation of the FDCPA committed by
25 Defendant CACH during the Class Period, Plaintiff and the members of Class One are entitled to
26 any actual damages pursuant to 15 U.S.C. § 1692k(a)(1); statutory damages in an amount up to
27 \$1,000.00 each pursuant to 15 U.S.C. § 1692k(a)(2)(A); and, reasonable attorney's fees and costs
28 pursuant to 15 U.S.C. § 1692k(a)(3) from Defendant CACH.

VII.

SECOND CAUSE OF ACTION

**(Class Claim for violations of the Rosenthal Act by CACH Against Defendants CACH and
SQUARETWO)**

54. Plaintiff and the member of Class Two repeat, re-allege, and incorporate by reference all the allegations contained in the paragraphs above.

55. Based on information and belief, Defendant CACH's acts and omissions violated *California Civil Code* § 1788 *et seq.*, including, but not limited to the following sections: *California Civil Code* § 1788.17.

56. Based on information and belief, Defendant's violations of *California Civil Code* § 1788.17, which incorporates several of the provisions of the FDCPA, include:

- a. *15 U.S.C. §1692e* by making a false, misleading or deceptive misrepresentation in connection with the collection of a debt;
 - b. *15 U.S.C. §1692f(1)* by collecting an amount not authorized by agreement or statute by claiming a right to collect a fixed rate of interest over ten percent, when CACH is not authorized to do so under any agreement or statute; and
 - c. *15 U.S.C. §1692f* by using an unfair or unconscionable means to collect or attempt to collect a claimed debt.

57. Defendant's violations of the Rosenthal Act were willful and knowing, thereby entitling Plaintiff to statutory damages pursuant to *Civil Code* § 1788.30(b).

58. As a proximate result of each and every violation of the Rosenthal Act committed by Defendant CACH during the Class Period, Plaintiff and the members of Class Two are entitled to any actual damages pursuant to California Civil Code § 1788.30(a); statutory damages in an amount up to \$1,000.00 each pursuant to California Civil Code § 1788.30(b); and, reasonable attorney's fees and costs pursuant to California Civil Code § 1788.30(c) from Defendant CACH.

VIII.

THIRD CAUSE OF ACTION

**(Class Claim for Actual Fraudulent Transfer [Cal. Civ. Code § 3439] in Violation of
California Law Against Defendants CACH and SQUARETWO)**

59. Plaintiff and the members of Class One and Class Two repeat, re-allege, and incorporate by reference all the allegations contained in the paragraphs above.

7 60. Defendant SQUARETWO caused Defendant CACH to transfer assets from CACH
8 to SQUARETWO while holding all liabilities related to such assets in order to avoid CACH from
9 demonstrating a “net worth” for the purposes avoiding liability for violations of the FDCPA or
10 Rosenthal Act or both as alleged by Plaintiff in this class action lawsuit or any other litigant with
11 similar claims as Plaintiff, or both. Plaintiff, on behalf of himself and the members of the
12 proposed classes have a right to payment of damages and other relief sought in this action for the
13 illegal acts of Defendants.

14 61. CACH transferred, and continues to transfer, all assets to its parent
15 SQUARETWO. SQUARETWO assigns liabilities of SQUARETWO to CACH so that CACH's
16 net worth is zero or less. CACH does this to avoid liabilities, including but not limited to liability
17 under consumer protection statutes such as the FDCPA and the Rosenthal Act.

1 PARAGRAPHS 62-65 FILED UNDER SEAL

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 66. Each of the above transfers is evidenced by exhibit "C" attached hereto. Transfers
2 such as these were done by Defendants with the intent to hinder, delay or defraud Plaintiff and the
3 members of the proposed classes in this action, and other creditors, of its obligations owed to
4 them. Defendants attempted to conceal or remove assets from CACH's ledgers so that it could be
5 "judgment proof" or otherwise not liable for damages and other relief in an action such as the
6 instant action by Plaintiff.

7 67. As a result, Plaintiff and the members of Class One and Class Two were harmed
8 by Defendants actions, Plaintiff, on behalf of himself and the members of Class One and Class
9 Two seeks an avoidance of or an order setting aside such fraudulent transfers in an amount to be
10 proven at trial, attachment or other provisional remedies, execution and for the court to enjoin the
11 Defendants from further transfers, and all other remedies available under the law.

12 68. In addition to the compensatory damages described above, Plaintiff, on behalf of
13 himself and the members of Class One and Class Two also seeks exemplary and punitive
14 damages, as Defendants' conduct was outrageous and despicable, warranting such an award in an
15 amount to be proven at time of trial. Defendants were guilty of malice, fraud and/or oppression.

IX.

FOURTH CAUSE OF ACTION

(Class Claim for Constructive Fraudulent Transfer [Cal. Civ. Code § 3439] in Violation of California Law Against Defendants CACH and SQUARETWO)

20 69. Plaintiff and the members of Class One and Class Two repeat, re-allege, and
21 incorporate by reference all the allegations contained in the paragraphs above.

22 70. Defendant SQUARETWO caused Defendant CACH to transfer assets from CACH
23 to SQUARETWO while holding all liabilities related to such assets in order to avoid CACH from
24 demonstrating a “net worth” for the purposes avoiding liability for violations of the FDCPA or
25 Rosenthal Act or both as alleged by Plaintiff in this class action lawsuit or any other litigant with
26 similar claims as Plaintiff, or both. Plaintiff, on behalf of himself and the members of the
27 proposed classes have a right to payment of damages and other relief sought in this action for the
28 illegal acts of Defendants.

1 71. CACH transferred, and continues to transfer, all assets to its parent
2 SQUARETWO. SQUARETWO assigns liabilities of SQUARETWO to CACH so that CACH's
3 net worth is zero or less. CACH does this to avoid liabilities, including but not limited to liability
4 under consumer protection statutes such as the FDCPA and the Rosenthal Act.

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 PARAGRAPHS 72-75 FILED UNDER SEAL

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 76. Each of the above transfers is evidenced by exhibit "C" attached hereto. Transfers
2 such as these were done by Defendants with the intent to hinder, delay or defraud Plaintiff and the
3 members of the proposed classes in this action, and other creditors, of its obligations owed to
4 them. Defendants attempted to conceal or remove assets from CACH's ledgers so that it could be
5 "judgment proof" or otherwise not liable for damages and other relief in an action such as the
6 instant action by Plaintiff. Furthermore, CACH does not receive reasonably equivalent value of
7 assets transferred to parent SQUARETWO for the liabilities CACH has incurred in exchange for
8 such transfer of assets.

9 77. As a result, Plaintiff and the members of Class One and Class Two were harmed
10 by Defendants actions, Plaintiff, on behalf of himself and the members of Class One and Class
11 Two seeks an avoidance of or an order setting aside such fraudulent transfers in an amount to be
12 proven at trial, attachment or other provisional remedies, execution and for the court to enjoin the
13 Defendants from further transfers, and all other remedies available under the law.

X.

FIFTH CLAIM

(Alter Ego Single-Enterprise Doctrine Against Defendants CACH and SQUARETWO)

17 78. All factual allegations set forth above are incorporated herein by reference. Based
18 on information and belief, Defendant CACH and SQUARETWO in a similar or functionally
19 reciprocal business of debt collection as defined by the Federal Debt Collection Practices Act.
20 The nature of this relationship results in CACH being nothing more than an instrument and/or
21 conduit of SQUARETWO in the pursuit of the single business venture and/or enterprise of debt
22 collection.

23 79. Based on information and belief, CACH and SQUARETWO share common
24 directors, officers, and employees; and jointly benefit from transactions entered into by one.

25 80. Based on information and belief, SQUARETWO posses dominate control over
26 defendant CACH's finances, policies, and business practices so that SQUARETWO and CACH
27 may avoid liability and perpetrate a fraud.

1 81. Defendants established this corporate relationship to perpetrate a fraud, to avoid
2 liability, and to avoid the effect of the Federal Debt Collection Practices Act.

3 82. As a direct and proximate result of Defendant's corporate structure CACH avoids
4 all liability under the FDCPA. CACH merely transfers whatever amount is necessary to its parent
5 company in order to meet the objective of zeroing out liability for any Rosenthal Act or FDCPA
6 liability. Disregarding the separate nature of the corporations is necessary to prevent the
7 substantial injustice of CACH continuing a business practice which affectively results in
8 immunity from the FDCPA.

XI.

PRAYER FOR RELIEF

11 WHEREFORE, Plaintiff and the members of Class One and Class Two pray that
12 judgment be entered against Defendant CACH and SQUARETWO, and pray for the following
13 relief:

14 1. An award of actual damages pursuant to 15 U.S.C. § 1692k (a)(1) against
15 Defendants CACH and SQUARE TWO and for the Plaintiff and the members of Class One;

16 2. An award of statutory damages of \$1,000.00 each pursuant to 15 U.S.C. §
17 1692k(a)(2)(A) against Defendants CACH and SQUARETWO and for the Plaintiff and the
18 members of Class One;

19 3. An award of actual damages pursuant to California Civil Code § 1788.30(a)
20 against Defendant CACH and SQUARETWO and for Plaintiff and the members of Class Two;

21 4. An award of statutory damages of \$1,000.00 each pursuant to California Civil
22 Code § 1788.30(b) against Defendants CACH and SQUARETWO and for Plaintiff and the
23 members of Class Two:

24 5. An award of costs of litigation and reasonable attorney's fees, pursuant to 15
25 U.S.C. § 1692k(a)(3) and California Civil Code § 1788.30(c) against Defendant CACH and
26 SQUARETWO;

27 6. A determination that Defendant SQUARETWO is the alter ego of Defendant
28 CACH such that SQUARETWO may be held liable for the judgment rendered:

1 7. Relief as the Court deems just and proper to remedy the fraudulent transfer of
2 assets from CACH to SQUARETWO; and

3 8. Such other and further relief this court may deem just and proper.

XII.

JURY DEMAND

6 1. Plaintiff demands a trial by jury.

Respectfully submitted,

NICHOLAS & BUTLER, LLP

0 | DATED: July 12, 2011

By: s/Matthew B. Butler

Matthew B. Butler

Tracy J. Jones

Andrew C. Myers

Stephen G. Recordon

RECORDON & RECORDON

225 Broadway, Suite 1900

San Diego, CA 921
Email: mlm@ucsd.edu

Email: sgrecordon@aol.com

Clinton Rooney
ROONEY & L

ROONEY & LICKEL
1102 Cesar E Chavez Pkwy.

1102 Cesal E Chavez Parkway
San Diego, CA 92113

San Diego, CA 92115
Email: rooneycdj@gmail.com

Email: Rooneycar@gmail.com

EXHIBIT A

**SUMMONS
(CITACION JUDICIAL)**

NOTICE TO DEFENDANT: JESUS MARTINEZ AND DOES 1 TO 10
(AVISO AL DEMANDADO): ONLY

YOU ARE BEING SUED BY PLAINTIFF: CACH, LLC
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)F I L E D
Clerk of the Superior Court

DEC 21 2009

By: _____ Deputy
No. County Division

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/sefhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/sefhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

nombre y dirección de la corte es:
San Diego County Superior Court
325 So Melrose Dr
Vista, CA 92081

North Conuty Division

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Alan M. Laskin SB#148858 877-422-4284 800-547-4232
Jason A. Ewing SB#232398

Law Offices of Alan M. Laskin
9381 East Stockton Blvd #116, Elk Grove, CA 95624

DATE: DEC 21 2009 Clerk, by A. Wagner, Deputy
(Fecha) (Secretario) A. Wagner, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. as an individual defendant.

2. as the person sued under the fictitious name of (specify):

3. on behalf of (specify):

under: CCP 416.10 (corporation)
 CCP 416.20 (defunct corporation)
 CCP 416.40 (association or partnership)
 other (specify): CCP 416.60 (minor)
 CCP 416.70 (conservatee)
 CCP 416.90 (authorized person)

4. by personal delivery on (date):

Form Adopted for Mandatory Use
Judicial Council of California

SUMMONS

Legal
Solutions
for This

Page 1 of 1
Code of Civil Procedure §§ 412.20, 465



ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address).		CM-010 FILED FOR COURT USE ONLY SAN DIEGO COUNTY DIVISION 29 DEC -8 PM 2011 (21) CLERK-SUPERIOR COURT SAN DIEGO COUNTY
Alan M. Laskin SB#148858 Jason A. Ewing SB#232398 Law Offices of Alan M. Laskin 9381 East Stockton Blvd #116 Elk Grove, CA 95624 TELEPHONE NO: 877-422-4284 FAX NO: 800-547-4232 ATTORNEY FOR (Name): Plaintiff - CACH, LLC SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 325 So Melrose Dr MAILING ADDRESS: same as above CITY AND ZIP CODE: Vista, CA 92081 BRANCH NAME: Civil Limited-North County Division CASE NAME: CACH, LLC vs. MARTINEZ		
CIVIL CASE COVER SHEET <input type="checkbox"/> Unlimited <input checked="" type="checkbox"/> Limited (Amount demanded) (Amount demanded is exceeds \$25,000) \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: 37-2009-00062931-CL-CL-NC JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case: Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)		Contract <input type="checkbox"/> Breach of contract/warranty (06) <input checked="" type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
---	--	---	---

2. This case is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- Large number of separately represented parties
 - Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
 - Substantial amount of documentary evidence
 - Large number of witnesses
 - Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
 - Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. monetary b. nonmonetary; declaratory or injunctive relief c. punitive

4. Number of causes of action (specify): 2

5. This case is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 11/24/09

Alan M. Laskin SB#148858

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Alan M. Laskin SB#148858 Jason A. Ewing SB#232398 Law Offices of Alan M. Laskin 9381 East Stockton Blvd #116 Elk Grove, CA 95624 TELEPHONE NO: 877-422-4284 FAX NO. (Optional): 800-547-4232 E-MAIL ADDRESS (Optional): alaskin@laskinlaw.com ATTORNEY FOR (Name): Plaintiff - CACH, LLC		F1 PLD-C-001 <small>FOR COURT USE ONLY</small> NORTH CL. 09 DEC - 2011 3:25 <small>COURT CLERK'S SAN DIEGO, CA</small>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Diego STREET ADDRESS: 325 So Melrose Dr MAILING ADDRESS: same as above CITY AND ZIP CODE: Vista, CA 92081 BRANCH NAME: Civil Limited-North County Division		
PLAINTIFF: CACH, LLC		
DEFENDANT: JESUS MARTINEZ		
<input checked="" type="checkbox"/> DOES 1 TO 10 ONLY		
CONTRACT		
<input checked="" type="checkbox"/> COMPLAINT <input type="checkbox"/> AMENDED COMPLAINT (Number): _____		CASE NUMBER: 37-2009-00062931-CL-CL-NC
<input type="checkbox"/> CROSS-COMPLAINT <input type="checkbox"/> AMENDED CROSS-COMPLAINT (Number): _____		
Jurisdiction (check all that apply):		
<input checked="" type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input checked="" type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000		
<input type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint or cross-complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited		

1. Plaintiff* (name or names): CACH, LLC

alleges causes of action against defendant* (name or names): JESUS MARTINEZ

2. This pleading, including attachments and exhibits, consists of the following number of pages:

3. a. Each plaintiff named above is a competent adult

except plaintiff (name): CACH, LLC

(1) a corporation qualified to do business in California
(2) an unincorporated entity (describe):
(3) other (specify): A COLORADO LIMITED LIABILITY COMPANY

b. Plaintiff (name):a. has complied with the fictitious business name laws and is doing business under the fictitious name (specify):b. has complied with all licensing requirements as a licensed (specify):c. Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person

except defendant (name):

(1) a business organization, form unknown
(2) a corporation
(3) an unincorporated entity (describe):

except defendant (name):

(1) a business organization, form unknown
(2) a corporation
(3) an unincorporated entity (describe):

(4) a public entity (describe):(4) a public entity (describe):(5) other (specify):(5) other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant

SHORT TITLE: CACH, LLC vs. MARTINEZ	PLD-C-001
	CASE NUMBER:

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
 - (1) Doe defendants (specify Doe numbers): 1 to 10 were the agents or employees of the named defendants and acted within the scope of that agency or employment.
 - (2) Doe defendants (specify Doe numbers): 1 to 10 are persons whose capacities are unknown to plaintiff.
 - c. Information about additional defendants who are not natural persons is contained in Attachment 4c.
 - d. Defendants who are joined under Code of Civil Procedure section 382 are (names):
5. Plaintiff is required to comply with a claims statute, and
- a. has complied with applicable claims statutes, or
 - b. is excused from complying because (specify):
6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.
7. This court is the proper court because
- a. a defendant entered into the contract here.
 - b. a defendant lived here when the contract was entered into.
 - c. a defendant lives here now.
 - d. the contract was to be performed here.
 - e. a defendant is a corporation or unincorporated association and its principal place of business is here.
 - f. real property that is the subject of this action is located here.
 - g. other (specify):
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- Breach of Contract
 - Common Counts
 - Other (specify):
9. Other allegations:
ALL EXHIBITS ATTACHED HERETO ARE INCORPORATED HEREIN, INCLUDE AFFIDAVIT OF SALE, STATEMENT OF ACCOUNT, AND CARDHOLDER AGREEMENT ON ACCOUNT AS SET FORTH HEREIN, AND OTHER RELEVANT DOCUMENTATION AS THOUGH FULLY SET FORTH.
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: \$ 5,017.78
 - b. interest on the damages
 - (1) according to proof
 - (2) at the rate of (specify): 24.50 percent per year from (date): 9/22/08
 - c. attorney's fees
 - (1) of: \$ 900.00
 - (2) according to proof.
 - d. other (specify):
ALL APPROPRIATE RELIEF INCLUDING COSTS OF FILING AND SERVING COMPLAINT, PREJUDGMENT INTEREST AND ATTORNEY FEES. ALL DOCUMENTS ATTACHED HERETO ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.
11. The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers):

Date: 11/24/09

Alan M. Laskin SB#148858

(TYPE OR PRINT NAME)

(If you wish to verify this pleading, affix a verification.)

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

COMPLAINT—Contract

Page 2 of 2

SHORT TITLE: CACH, LLC vs. MARTINEZ	PLD-C-001(1)
	CASE NUMBER.

FIRST
(number)

CAUSE OF ACTION—Breach of Contract

ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): CACH, LLC

alleges that on or about (date): 2/8/05

a written oral other (specify):

agreement was made between (name parties to agreement): BANK OF AMERICA, N.A. BANK AND JESUS MARTINEZ

A copy of the agreement is attached as Exhibit A, or
 The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):
 THE DEFENDANT(S) JESUS MARTINEZ AND DOES 1 TO 10, AND EACH OF THEM, ENTERED INTO A CONTRACT, ACCOUNT NUMBER 4888-9379-9271-7399/4888-9361-6196-0863, GENERATING A BALANCE OF \$5,071.78, WITH ACCRUING INTEREST OF 24.50% PER ANNUM. BY USE OF THE CREDIT CARD DEFENDANT(S), AGREED TO ALL THE TERMS AND CONDITIONS SET FORTH IN THE CONTRACT, INCLUDING AMENDMENTS IF ANY.

BC-2. On or about (dates): 8/30/08

defendant breached the agreement by the acts specified in Attachment BC-2 the following acts (specify): DEFENDANT(S) FAILED AND REFUSED TO PAY PURSUANT TO THE TERMS OF THE CONTRACT BALANCE THEN DUE. AS A RESULT OF DEFENDANT(S) NON-PERFORMANCE OF THE TERMS OF THE CONTRACT, DEFENDANT(S) REMAIN LIABLE FOR A DEFICIENCY BALANCE, PLUS COSTS, ACCRUED INTEREST, DAMAGES, AND ATTORNEY FEES AS SET FORTH HEREIN. PRIOR TO FILING THIS COMPLAINT, PLAINTIFF SENT DEFENDANT(S) DEMAND LETTERS FOR PAYMENT TO LAST KNOWN ADDRESS; NO PAYMENT IS FORTHCOMING.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement as stated in Attachment BC-4 as follows (specify): \$5,017.78 PLUS 24.50% INTEREST PER ANNUM FROM 9/22/08 TO DATE OF JUDGMENT.

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ 900.00 according to proof.

BC-6. Other: ALL APPROPRIATE RELIEF, INCLUDING COSTS OF FILING AND SERVING COMPLAINT, PREJUDGMENT INTEREST, AND ATTORNEY FEES. ALL DOCUMENTS ATTACHED HERETO ARE INCORPORATED BY REFERENCE AS THOUGH FULLY SET FORTH HEREIN.

Page 3

Page 1 of 1

SHORT TITLE: CACH, LLC vs. MARTINEZ	PLD-C-001(2)
	CASE NUMBER:

SECOND
(number)**CAUSE OF ACTION—Common Counts**ATTACHMENT TO Complaint Cross - Complaint

(Use a separate cause of action form for each cause of action.)

CC-1. Plaintiff (name): CACH, LLC

alleges that defendant (name): JESUS MARTINEZ

became indebted to plaintiff other (name): BANK OF AMERICA, N.A.a. within the last four years(1) on an open book account for money due.(2) because an account was stated in writing by and between plaintiff and defendant in which it was agreed that defendant was indebted to plaintiff.b. within the last two years four years(1) for money had and received by defendant for the use and benefit of plaintiff.(2) for work, labor, services and materials rendered at the special instance and request of defendant and for which defendant promised to pay plaintiff the sum of \$ 0.00 the reasonable value.(3) for goods, wares, and merchandise sold and delivered to defendant and for which defendant promised to pay plaintiff the sum of \$ 0.00 the reasonable value.(4) for money lent by plaintiff to defendant at defendant's request.(5) for money paid, laid out, and expended to or for defendant at defendant's special instance and request.(6) other (specify):

CC-2. \$ 5,017.78

plus prejudgment interest according to proof at the rate of 24.50 percent per year from (date): 9/22/08CC-3. Plaintiff is entitled to attorney fees by an agreement or a statute of \$ 900.00 according to proof.CC-4. Other: ALL APPROPRIATE RELIEF, INCLUDING COSTS OF FILING AND SERVING COMPLAINT, PREJUDGMENT INTEREST, AND ATTORNEY FEES. ALL DOCUMENTS ATTACHED HERETO ARE INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

EXHIBIT B

1 Alan M. Laskin, SBN 148858
2 Jason A. Ewing, SBN 232398
3 Jared B. Gaynor, SBN 263703
4 LAW OFFICES OF ALAN M. LASKIN
5 9381 East Stockton Boulevard Suite 116
6 Elk Grove, CA 95624
7 916-478-6702
8 800-547-4232 facsimile
9 alaskin@laskinlaw.com
10 Attorneys for Plaintiff

F I L E D
Clerk of the Superior Court

MAR 22 2010

8 IN THE SUPERIOR COURT OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN DIEGO
10 LIMITED CIVIL JURISDICTION

11 CACH, LLC,

12 Case No. 37-2009-00062931-CL-CL-
13 NC

14 Plaintiff,

15 vs.
16 JESUS MARTINEZ,
17 Defendant(s).

DECLARATION IN SUPPORT OF
ENTRY OF JUDGMENT BY
DEFAULT BY COURT

PURSUANT TO C.C.P. 585

18 I, KARA EGIZI, do hereby declare:
19

- 20 1. I am an authorized agent of Plaintiff herein, CACH, LLC ("Plaintiff"). I am custodian
21 of Plaintiff's records in this action, including the records of this account sent to Plaintiff by
22 the original creditor. In such capacity, and based upon my inspection of the books and
23 records of Plaintiff maintained in the ordinary course of its business, I have personal
24 knowledge of and am familiar with the credit card account which is the subject of this
25 action. If called upon to testify as a witness herein, I could and would competently testify
26 to the validity of this debt as follows:
27 2. The credit card account was originated by Bank of America, N.A. and issued to
28 Defendant, Jesus Martinez, with an original account number of 4888936161960863. A

1 copy of the card member agreement for the account is attached as (Exhibit "A").
2 3. Defendant failed to pay Bank of America, N.A. the amount due under the
3 Agreement. As a result, on or about August 30, 2008, Bank of America, N.A. charged off
4 Defendant's balance due in the amount of \$5,017.78, as reflected in the charge off
5 statement attached as Exhibit "B" and is incorporated herein by reference.
6 4. Thereafter, Plaintiff purchased the subject account from Bank of America, N.A. as
7 reflected in the Affidavit form, a true and correct copy of which is attached hereto as
8 Exhibit "C" and is incorporated herein by reference.
9 5. All of the attached exhibits are taken from the business records of Plaintiff and
10 Plaintiff's assignor and were kept in the ordinary course of business.
11 6. Defendant has failed and refused to pay pursuant to the terms of the agreement
12 balance then due. As a result of Defendant's non performance of the terms of the
13 contract, Defendant remains liable for a deficiency balance, plus costs, accrued interest,
14 damages, and reasonable attorney's fees as allowed by contract and applicable law.
15 7. Based on the foregoing, Plaintiff hereby requests judgment on the unpaid balance
16 of \$5,017.78, court costs incurred herein; and reasonable attorney's fees according to
17 proof, contract and applicable law.

18 I declare under the penalty of perjury under the laws of the State of California the
19 foregoing is true and correct. Executed at Los Angeles California
on February 25, 2010.

20 CACH, LLC

FEB 25 2010

21 By: Kara Egizi

22 KARA EGIZI

23 Authorized Agent for Plaintiff CACH, LLC

24

25

26

27

28

- Purchase Finance Charge on Purchases;
- Purchase Finance Charge on Cash Advances (See Schedule);
- Cash Advance Fee; and
- Any Additional Finance Charge or Item(s) in your Additional Disclosure.

Cash Advance Fee. For each Cash Advance, a Cash Advance Fee, a non-refundable amount, when you obtain an ATM advance, an ATM owner may charge cash over the ATM owner's fee. We have no particular rules in the Additional Disclosure. These fees are used to calculate the purchase finance charge on your account each month.

Any purchase finance charge is a variable rate, any increase or decrease each calendar quarter, that rates increase, your Finance Charge will increase and your Minimum Payment Due may be greater.

From time to time, we may alter promotional rates or terms of transactions to which our supply can be restricted by promotional offer we make.

Payment Performance

At our option, if at any time we do not receive at least your minimum Payment Due by the 10th day after the Payment Due Date, after giving notice, we may declare all or part of your outstanding balance and any new transaction and a 10% additional fee for Credit Advances and any Cash Advances. These fees are corresponding Daily Periodic Rate. This is a variable rate, the higher the rate, the longer it takes to repay the original Credit Due by the Payment Due Date. After 12 months of non-payment, we may charge interest on the original Purchase Price plus accrued interest, plus any late payment fees, current and past, applicable to your Account, for daily failing to pay scheduled minimum payments, plus any late payment performance fee.

HOW WE DETERMINE YOUR AMOUNT SUBJECT TO PERIODIC RATE

Each day during statement, we determine Actual daily closing a billing period, plus, your Newer a grace period in which you can incur additional purchases on the next day of the previous portion of the statement. If you maintain your last payment date, or most recent payment date, or most recent purchases, then your Newer Balance on your prior billing statement, plus any new transaction, plus any new adjustment, unless your Newer Balance, plus any new purchases, less any Grace Period for Purchases. If you pay less than the Newer Balance, you will owe periodic Finance Charge based on the Average Daily Balance of Purchases. For Cash Advances, there is no grace period, and you will owe a Newer Newer balance on the Newer Balance on the previous portion of the statement. We will now determine the periodic Finance Charge. Credit Billing Date, we calculate your daily balance by adding the outstanding balance for each day in the billing cycle. Next, we will now charge any other daily and subsequent daily balances and divide by the number of days in the billing cycle to arrive at Average Daily Balance which then is the amount Subject to Purchase Finance Charge in the daily balance in which a specific transaction occurred. These fees and charges described on the date they were incurred).

For each transaction that has a lower Finance Charge item in which the Purchase or Cash Advance fees is lower, we reduce Finance Charge from the bill by the billing cycle.

OTHER FEES AND CHARGES

Annual Fee. If we charge you a non-refundable Annual Fee, it will inform us of your new year account. When the Purchase or Cash Advance fees is lower than the Annual Fee, we will charge you a Late Charge in the annual statement. If your unpaid balance exceeds your Credit Line at any time during the billing cycle, we will now increase that Minimum Payment Due by the Payment Due Date by one dollar for every day that you exceed your credit limit.

From time to time, we may change your Credit Line or any other provision, you must notify us immediately by calling us.

Minimum Payment Fee. Each time your check or other payment instrument is returned to us in any manner, we charge you a Returned Payment Fee in the amount shown in the Additional Disclosure.

Non-Payment Fee. We may charge you a Non-Payment Fee to the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Cash Charge. We may charge you a Fee in the amount shown in the Additional Disclosure for each day of a daily statement, cash deposit, Accrued Check or other payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Accrued Check. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Overnight Banking. We may charge you a Fee in the amount shown in the Additional Disclosure for each day payment that you receive on my Account.

We may request a stop payment only if the amount of the check is not paid by your account.

Ineligible for holding these materials in the other position, as required in our Non-Agency Rules in any manner, we consider and require all of you.

Change of Personal Information. You will notify us in writing immediately if your change your name, address or name or business telephone number.

Credit Information. We may periodically update your credit history by your employer. We may release information about your Account to our associates and other entity, Visa, MasterCard or your other creditors. You will receive a written notice before we do this.

Credit Information. If your purchases exceed the amount due to us, we will automatically communicate to your creditor the amount of your check, or otherwise, we will be based on your New Balance on each Billing Date and use information on your billing statement. Terms and conditions of coverage are in the Application for Reapplication for Insurance.

Credit Rating. We will have the right to disclose the accuracy of information contained in a consumer reporting report, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

Stop Payment on Account Checks. To stop payment on an Account Check you write, "Your Name" and "The Customer Service Number shown on your Billing Statement" on all of the following information: the name of the check, the check number, your Account number, the name of the party to whom the check was given, the name of the person who made the check, the date it came to your Account, the date you paid the check, and the name of the creditor who gave the check to your Account. You may write the name of the creditor, either with or without address for insurance. You may write us to let us know if you have any questions.

Stop Payment on the Check. We will receive your stop payment request by the date it comes to your Account. The date we pay the check, we will return to a consumer reporting agency, if you file a dispute, write to us at P.O. Box 1500, Dept. 1502, Phoenix, AZ 85067, with your name, address, account number, telephone number and a brief description of the problem. If available, please include a copy of the credit report in question.

If the Index is unavailable on the Index Date described above, we may at our option, use: (a) the Index on the next available day after the Index Date, or (b) the reference rate of Bank of America NTESA as an Index.

The Daily Periodic Rate is the nominal Annual Percentage Rate divided by the number of days in the year rounded to the next highest hundred thousandths of a percentage point.

Promotional Balances:

Annual Percentage Rate ("APR") of 3.9% (0.01085% corresponding Daily Periodic Rate) effective through the sixth billing cycle following the month your Account was opened. Thereafter, the Purchase APR below will apply to your purchases.

Purchases:

The Annual Percentage Rate for purchases, a variable rate, adjustable quarterly, is The Wall Street Journal prime rate ("Index") plus 8.50 percentage points. Based on this formula, the current Annual Percentage Rate is 16.74% (0.04567% corresponding Daily Periodic Rate).

Cash Advances:

The Annual Percentage Rate for cash advances, a variable rate, adjustable quarterly, is the Index plus 12.50 percentage points, with a minimum Annual Percentage Rate of 18.5%. Based on this formula, the current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

Payment Performance:

The Annual Percentage Rates described in this Additional Disclosure at all times are subject to the Payment Performance pricing described in the Cardmember Agreement. The current Annual Percentage Rate is 20.74% (0.05683% corresponding Daily Periodic Rate).

YOUR PAYMENTS

Minimum Payment Due and Payment Due Date:
The Minimum Payment Due is equal to the greater of: (a) the Current Minimum Amount Due (2.5% of the New Balance, \$10 minimum) plus any Past Due Amount; or (b) any Overlimit Amount. If the New Balance is \$10 or less, however, the Minimum Payment Due is the entire New Balance. Your Payment Due Date will be 20 days from the Billing Date if you paid the New Balance by the Payment Due Date in your previous billing cycle, or 25 days from the Billing Date if you did not pay the New Balance by the Payment Due Date.

OTHER CHARGES

Late Charge:	\$29
Overlimit Fee:	\$29
Returned Payment Fee:	\$25
Stop Payment Fee:	\$15
Copy Charge:	\$3 per item
Research Fee:	\$1.50 per hour

Affiliate Information-Sharing Federal law permits us to share with Bank of America affiliate companies information about you or your Account. In addition, we may share with our affiliate information received from outside sources, including information in your Account application ("Outside Information"). If you do not wish us to share Outside Information, you must write to Bank of America, P.O. Box 27025, Richmond, VA 23261-7025 to do so, and include your name, address, telephone number, Account number(s) and social security number.

POINT EARNINGS AND REWARDS

1. You will receive a cash rebate equal to the following percentages of your annual Purchases: .50% of the first \$4,000, .75% of the next \$4,000, 1% of the next \$4,000, and 2% of the next \$3,000.
2. Your monthly BankAmericard Rewards Billing Statement will show your Cash Rebate earnings, and new Cash Rebate balance.
3. Your Cash Rebate earnings will be limited to your first \$15,000 of purchases annually beginning with your October billing cycle and ending with your September billing cycle.
4. Every October, Cash Rebates earned for the previous year (October - September billing cycles) will be calculated. Cardmembers who have earned a Cash Rebate of \$2.01 or more will be issued a check for the amount of their rebate. Cardmembers who have earned a Cash Rebate of \$2.00 or less will receive a credit to their account.
5. Your Cash Rebate will be forfeited if:
 - You are in default of your Cardmember Agreement (e.g., you do not make your Minimum Payment Due by the Payment Due Date); or
 - Your BankAmericard Rewards Account is closed by you or by us.
6. We have the right to suspend or terminate this Program at any time. We also have the right to add, eliminate or modify the Cash Rebate earning and redemption structures.
7. Cash Rebate checks, once received by you, will not be replaced if stolen, lost, destroyed or expired.
8. You will be solely responsible for any federal or state tax liability or reporting on your Cash Rebate.
9. Cash Rebate dollars do not constitute your property.
10. Cash Rebate checks which are not presented for deposit or payment by you within 90 days will be void, and you will forfeit any right to the proceeds which will become the property of Bank of America N.A.

Bank of America

BANKAMERICARD[®] VISA[®] OR MASTERCARD[®] CAR MEMBER AGREEMENT

ADDITIONAL DISCLOSURE

The following terms are for your Visa, MasterCard, Visa Gold, Gold MasterCard or Platinum Reserve[™] Account ("Account"). Except for the terms below, the terms in the proposed Cardmember Agreement apply. If there is a conflict, the terms in this Additional Disclosure will control.

YOUR ACCOUNT

Overdraft Protection:

If your Bank of America personal checking account is overdrawn and your Account is linked for Overdraft Protection, we may transfer funds from your Account to cover the overdraft (in multiples of \$100), as long as your Account has sufficient available credit and you've not withdrawn under the Agreement. If your checking account is outside California, Overdraft Protection may not be available.

FINANCIAL CHARGE

Minimum Finance Charge:

\$0 in any billing cycle in which a Finance Charge based on a periodic rate for the month is payable.

Cash Advance Rates:

ATM Advances and Account Checks — 3% (\$3 minimum)

Overdraft Protection — 3% (\$6 minimum)

Cash Disbursements — 3% (\$10 minimum)

Quasi Cash — 4% (\$20 minimum)

PERIODIC RATES

Each quarter, we compute the Annual Percentage Rate by starting with an Index which is the Prime Rate (the basic rate on corporate loans at large U.S. money center commercial banks) that is published in *The Wall Street Journal* ("Index"). We use the Index in effect on the following dates to calculate your rates in the following billing cycles:

We will determine your Index as follows:

Index on the Last Business Day Inc.	Applies to Billing Cycles with Billing Dates Inc.
November	January, February, March
February	April, May, June
May	July, August, September
August	October, November, December

BC-5078 PR 3-99

Recycled Paper
© 1999 Bank of America

IMPORTANT INFORMATION ABOUT THIS ACCOUNT

CUSTOMER STATEMENT OF DISPUTED ITEM - Please call toll free 1.866.266.0212 Monday-Thursday 8am-9pm (Eastern Time), Friday 8am-7pm (Eastern Time) and Saturday 8am-6pm (Eastern Time). For prompt service please have the merchant reference number(s) available for the charge(s) in question.

PLEASE DO NOT ALTER WORDING ON THIS FORM AND DO NOT MAIL YOUR LETTER OR FORM WITH YOUR PAYMENT. Choose only one dispute reason.

Your Name:

Transaction Date:

Posting Date:

Amount \$:

Disputed Amount \$:

- 1. The amount of the charge was increased from \$ _____ to \$ _____ or my sales slip was added incorrectly. Enclosed is a copy of the sales slip that shows the correct amount.
- 2. I certify that the charge listed above was not made by me or a person authorized by me to use my card, nor were the goods or services represented by the transaction received by me or a person authorized by me.
- 3. I have not received the merchandise that was to be shipped to me on ____ / ____ / ____ (MM/DD/YY). I have asked the merchant to credit my account.
- 4. I was issued a credit slip that was not shown on my statement. A copy of my credit slip is enclosed.
- 5. Merchandise that was shipped to me has arrived damaged and/or defective. I returned it on ____ / ____ / ____ (MM/DD/YY) and asked the merchant to credit my account. Attach a letter describing how the merchandise was damaged and/or defective and a copy of the proof of return.
- 6. Although I did engage in the above transaction, I have contacted the merchant, returned the merchandise on ____ / ____ / ____ (MM/DD/YY) and requested a credit. I either did not receive this credit or it was unsatisfactory. Attach a letter explaining why you are disputing this charge with a copy of the proof of return. If you are unable to return the merchandise, please explain.
- 7. I verify that the charge in question was a single transaction, but was posted twice to my statement. I did not authorize the second transaction. Sale # \$ _____ Reference # _____ Sale # \$ _____ Reference # _____

GRACE PERIOD

"Grace Period" means the period of time during a billing cycle when you will not accrue Periodic Rate Finance Charges on certain transactions or balances. There is no Grace Period for Balance Transfers and Cash Advances. If you pay in full this statement's New Balance Total by its Payment Due Date and if you paid in full that statement's Previous Balance in this statement's cycle, then you will have a Grace Period during the billing cycle that began the day after the statement's Closing Date on the Purchase portions of this statement's New Balance Total.

During a 0% Promotional Rate Offer: 1) no Periodic Rate Finance Charges accrue on balances with the 0% Promotional Rate; and 2) you must pay the Total Minimum Payment Due by its Payment Due Date (and avoid any other "promotion turn-off event" as defined in your Credit Card Agreement) to maintain the 0% Promotional Rate.

* If a corresponding Annual Percentage Rate in the Finance Charge Schedule on the front of this statement contains a "***" symbol, then with respect to those balances: 1) the 0% Promotional Rate will expire at the end of the next billing cycle, and 2) you must pay this statement's New Balance Total by its Payment Due Date to avoid Periodic Rate Finance Charges after the end of the 0% Promotional Rate Offer on those balances existing as of the Closing Date of this statement.

CALCULATION OF BALANCES SUBJECT TO FINANCE CHARGE

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to Finance Charge for Balance Transfers, Cash Advances, and for each Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Balance Transfers, new Cash Advances and transaction fees, and subtract applicable payments and credits. If any daily balance is less than zero, we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance, we take the beginning balance attributable solely to Pre-Cycle balances (which will be zero on the transaction date of the first Pre-Cycle balance), add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, and add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to Finance Charge for Purchases and for each Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

PAYMENTS

We credit payments as of the date received, if the payment is 1) received by 5 p.m. (Eastern Time), 2) received at the address shown in the bottom left-hand corner of the front of this statement, 3) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order, and 4) sent in the enclosed return envelope with only the bottom portion of this statement accompanying it. Payments received after 5 p.m. on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. Credit for any other payments may be delayed up to five days. No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you. For more information or to stop the electronic funds transfers, call us at the number listed on the front.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us at least three business days before the automatic payment is scheduled to occur.

USE211 Rev. 04/08

Account Number:

Choose only one dispute reason.

Reference Number:

Merchant Name:

8. I notified the merchant on ____ / ____ / ____ (MM/DD/YY) to cancel the pre-authorized order (reservation). Please note cancellation # and if available, enclose a copy of your contract and a copy of your telephone bill showing date and time of cancellation. Reason for cancellation / cancellation #:

9. Although I did engage in the above transaction, I have contacted the merchant for credit. The services to be provided on ____ / ____ / ____ (MM/DD/YY) were received or were unsatisfactory. Attach a letter describing the services expected, your attempts to resolve with the merchant, and a copy of your contact.

10. I certify that I do not recognize the transaction. Merchants often provide telephone numbers next to their name on your billing statement. Please attempt to contact the merchant for information.

11. If your dispute is for a different reason, please contact us at the above telephone number.

Signature (required):

Date:

Best contact telephone #:

Home#: _____

Billing rights are only preserved by written inquiry. To preserve your billing rights, please return a copy of this form and any supporting information regarding the merchant charge in question to:
Aram: Billing Inquiries, P.O. Box 15026, Wilmington, DE 19850-5026, USA.

PLEASE KEEP THE ORIGINAL FOR YOUR RECORDS AND SEND A COPY OF THIS STATEMENT.

To calculate the daily balance for each day in this statement's billing cycle, we take the beginning balance, add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance, add new Purchases, new Account Fees, and new Transaction Fees, and subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero. If the Previous Balance shown on this statement was paid in full in this statement's billing cycle, then on the day after that payment in full date, we exclude from the beginning balance new Purchases, new Account Fees, and new Transaction Fees which posted on or before that payment in full date, and we do not add new Purchases, new Account Fees, or new Transaction Fees which post after that payment in full date.

We include the costs for the credit card debt cancellation plan or credit insurance purchased through us in calculating the beginning balance for the first day of the billing cycle after the billing cycle in which such costs are billed.

TOTAL PERIODIC RATE FINANCE CHARGE COMPUTATION

Periodic Rate Finance Charges accrue and are compounded on a daily basis. To determine the Periodic Rate Finance Charges, we multiply each Balance Subject to Finance Charge by its applicable Daily Periodic Rate and that result by the number of days in the billing cycle. To determine the total Periodic Rate Finance Charge for the billing cycle, we add the Periodic Rate Finance Charges together. Each Daily Periodic Rate is calculated by dividing its corresponding Annual Percentage Rate by 365.

HOW WE ALLOCATE YOUR PAYMENTS

We will allocate your payments in the manner we determine. In most instances, we will allocate your payments to balances (including transactions made after this statement) with lower APRs before balances with higher APRs. This will result in balances with lower APRs (such as new balances with promotional APR offers) being paid before any other existing balances.

Payment Due Dates and Keeping Your Account in Good Standing

Your Payment Due Date will not fall on the same day each month. In order to help maintain any promotional rates, to avoid the imposition of Default Rates (if applicable), to avoid late fees, and to avoid overlimit fees, we must receive at least the Total Minimum Payment Due by its Payment Due Date each billing cycle and you must maintain your account balance below your Credit Limit each day.

Important Information about Payments by Phone

When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

MISCELLANEOUS

For the complete terms and conditions of your account, consult your Credit Card Agreement. FIA Card Services is a trademark of FIA Card Services, N.A. This account is issued and administered by FIA Card Services, N.A.

If your billing address or contact information has changed, or if your address is incorrect as it appears on this bill, please provide all corrections here.

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Area Code & Home Phone _____

Area Code & Work Phone _____

EXHIBIT C
FILED UNDER SEAL